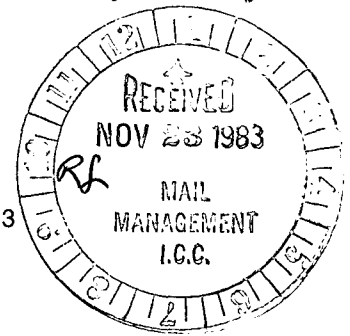


ITEL RAIL

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234



November 21, 1983

8837-9
RECORDATION NO. _____ Filed _____

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

DEC 19 1983 -3 10 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Lease Agreement dated July 20, 1977 between SSI Rail Corporation and Pittsburgh National Bank, which was filed on July 20, 1977 at 3:30 p.m. and given I.C.C. Recordation No. 8837-A, four counterparts of the following document:

Assignment and Amendment of Lease Agreement
("Agreement") between Pittsburgh National Bank, Itel
Corporation, and Itel Rail Corporation, dated February
7, 1983.

The names and addresses of the parties to the aforementioned Agreement
are:

1. Itel Corporation
One Embarcadero Center
Suite 2900
San Francisco, California 94111
2. Itel Corporation, Rail Division
55 Francisco, 7th Floor
San Francisco, California 94133
3. Pittsburgh National Bank
Fifth and Wood Streets
Pittsburgh, Pennsylvania 15222

The equipment covered by this Agreement is fifty (50) 70-ton single-sheath boxcars, A.A.R. mechanical designation XM, bearing identifying numbers ADN 8150 through ADN 8199, inclusive.

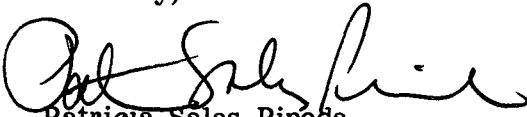
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Ms. Agatha Mergenovich, Secretary
November 18, 1983
Page Two

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Please stamp all counterparts of the enclosed Agreement with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Linda Lawrence
Itel Rail Corporation

Interstate Commerce Commission

Washington, D.C. 20423

12/20/83

OFFICE OF THE SECRETARY

**Patricia Salas Pineda
Itel Rail
55 Francisco
San Francisco, Calif. 94133**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/19/83** at **3:10pm** and assigned recordation number(s). **8837-J**

Sincerely yours,


JAMES H. BAYNE

Secretary

Enclosure(s)

ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT

RECORDATION NO. 8837-A

DEC 19 1983 3 10 PM

INTERSTATE COMMERCE COMMISSION

This Assignment and Amendment of Lease Agreement ("Agreement") is entered into as of this the 7th day of February, 1983 between PITTSBURGH NATIONAL BANK, a national banking association (the "Lessor"), ITEL CORPORATION, a Delaware corporation ("Itel") as successor in interest to SSI Rail Corp. ("SSI"), and ITEL RAIL CORPORATION, a Delaware corporation (the "Assignee").

Section 1. Recitals of Fact.

A. SSI and Lessor entered into an Equipment Lease Agreement dated as of July 20, 1977 (the "Lease"). Pursuant to the Lease SSI leased from Lessor the railroad equipment described on Annex A, attached hereto. The Lease was filed and recorded with the Interstate Commerce Commission on July 20, 1977 at 3:30 p.m. and given Recordation Number 8837-A.

B. Pursuant to a Guaranty and Suretyship Agreement (the "Guaranty") dated July 20, 1977, Itel guaranteed the obligations of SSI under the Lease.

C. Itel merged SSI into itself pursuant to a Certificate of Ownership and Merger dated as of December 15, 1977. As a result of said merger, Itel, as the successor in interest to SSI, became the "Lessee" under the Lease.

D. On January 19, 1981, Itel filed a petition for reorganization pursuant to Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of California (the "Court"). A proof of claim (the "Proof of Claim") was filed with the Court on behalf of the Lessor.

E. Pursuant to the amended plan of reorganization dated as of December 8, 1982, filed in said reorganization proceeding (the "Plan of Reorganization") Itel will transfer to the Assignee substantially all of the assets utilized by Itel's rail division. The Plan of Reorganization further provides that the Assignee will conduct all of Itel's current and future rail operations (except for the management and marketing of Itel's residual interests in rail-related assets) and will continue Itel's railroad equipment leasing business as it is now conducted. In connection with the continuation of Itel's railroad equipment leasing business, Itel is willing to assume its obligations under the Lease, and assign all of its rights and obligations thereunder to the Assignee; provided that the Lessor releases Itel from all obligations with respect thereto and agrees to look only to Assignee for the performance of such Lease.

F. The parties hereto desire by this Amendment to amend and supplement certain provisions of the Lease and to provide for the assumption by the Assignee of the due and punctual performance and observance of all the terms, covenants and conditions of and the due and punctual payment of all amounts payable under the Lease in like manner as if the Assignee were named therein in lieu of SSI (as predecessor in interest to Itel).

Section 2. Effective Date.

This Agreement shall become effective upon entry by the Court of an order confirming the Plan of Reorganization.

Section 3. Assignment and Assumption.

A. Itel hereby assigns to the Assignee all of its right, title and interest in and to the Lease. The Lessor hereby consents to the foregoing assignment and agrees that Itel shall be relieved of all liabilities and obligations under the Lease and the Guaranty and that only the Assignee shall be henceforth liable thereunder.

B. The Assignee hereby assumes the due and punctual performance and observance of all the terms, covenants and agreements of and the due and punctual payment of all amounts payable under the Lease in like manner as if named therein in lieu of SSI (as predecessor in interest to Itel).

Section 4. Amendments to the Lease.

A. The Lease is hereby amended by restating in its entirety the definition therein of "Lessee" to mean Itel Rail Corporation, a Delaware corporation.

B. The Lease is hereby amended by deleting all references therein to the "Guarantor" or the "Guaranty Agreement."

C. Section 23 of the Lease is hereby amended by restating the address for notices required or permitted to be given by the Lessor to Lessee under such Lease as follows:

"If to the Lessee:

Itel Rail Corporation
55 Francisco Street
San Francisco, California 94133.

Attention of Vice President of Finance."

Section 5. Representations and Warranties of Itel and the Assignee.

Itel and the Assignee jointly and severally represent and warrant that:

(a) They have full power, authority and legal right to execute and deliver this Agreement and to perform and observe the terms and conditions hereof.

(b) The execution and delivery by them of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of the terms hereof and thereof and the compliance by them with the terms and provisions hereof and thereof will not result in any violation of either of their corporate charters or by-laws or in any breach of any applicable law, or any regulation, order, injunction or decree of any court or governmental instrumentality or of any of the terms, conditions or provisions of, or constitute a default under, or with notice or lapse of time, or both, constitute a default under,

Schedule of Annexes to
Assignment and Amendment of Lease Agreement

A - Description of Leased Railroad Equipment

50 70-ton, 50'6" single sheath Boxcars
with 10' sliding doors (AAR Mechanical
Designation XM) bearing identifying num-
bers ADN 8150 through 8199, inclusive.

STATE OF CALIFORNIA)
County of San Francisco) ss:

On this 20 day of October, in the year 1983, before the undersigned, a Notary Public in and for the State of California, personally appeared WILLIAM P. TWOMEY, known to me (or proved to me on the basis of satisfactory evidence) to be PRESIDENT & CEO of Itel Corporation, and known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

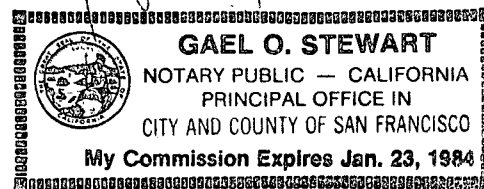
WITNESS my hand and official seal.

My Commission Expires:

[NOTARY SEAL]

STATE OF CALIFORNIA)
County of San Francisco) ss:

Gael O. Stewart
Notary Public for the State of California



On this 18 day of October, in the year 1983, before the undersigned, a Notary Public in and for the State of California, personally appeared Edward K. O'Dea, known to me (or proved to me on the basis of satisfactory evidence) to be President of Itel Rail Corporation, and known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

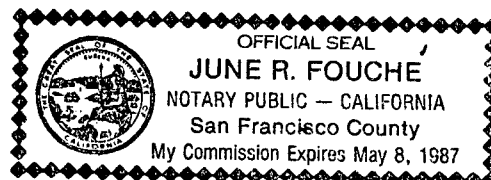
WITNESS my hand and official seal.

My Commission Expires:

May 8, 1987

[NOTARY SEAL]

June R. Fouche
Notary Public for the State of California



Commonwealth of Pennsylvania)
County of Allegheny) ss:

On this 7 day of November, in the year 1983, before the undersigned, a Notary Public in and for the Commonwealth of Pennsylvania personally appeared Robert T. Smith, known to me (or proved to me on the basis of satisfactory evidence) to be Vice President of Pittsburgh National Bank, and known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of said national banking association and acknowledged to me that such national banking association executed the same.

WITNESS my hand and official seal.

My Commission Expires: **NOTARY PUBLIC**
CATHERINE BILDHAUSER
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 3, 1986
Member, Pennsylvania Association of Notaries

Catherine Bildhauser
Notary Public for the Commonwealth of
Pennsylvania

[NOTARY SEAL]